No. 509 and 510.

Motion papers and for

Office Supreme Court, U. S.
FILED.
OCT 13 1896
JAMES H. MCKENNEY,
CLERK.

U. S. Supreme Court.

Filed Oct. 13, 1896.

AMERICAN SURETY COMPANY,

Plaintiff in Error,

against

FREDERICK N. PAULY, RECEIVER, ETC.

AMERICAN SURETY COMPANY,

Plaintiff in Error,

against

FREDERICK N. PAULY, RECEIVER, ETC.

Notice of Motion to Advance Cases on Docket.

EDWARD WINSLOW PAIGE,

Counsel for Defendant in Error.

September 18, 1896.

Supreme Court of the United States.

OCTOBER TERM, 1896.

AMERICAN SURETY COMPANY, Plaintiff in Error, *against* FREDERICK N. PAULY, Receiver of the California National Bank of San Diego, California, Defendant in Error.	No. 509.
AMERICAN SURETY COMPANY, Plaintiff in Error, *against* FREDERICK N. PAULY, Receiver of the California National Bank of San Diego, California, Defendant in Error.	No. 510.

ON MOTION TO ADVANCE.

Statement.

The plaintiff in error issued to the California National Bank of San Diego, California, its two guarantee bonds insuring that bank against loss occasioned to it by acts of fraud or dishonesty by its President and Cashier—one in the sum of twenty-five thousand dollars and the other in the sum of fifteen thousand dollars.

The defendant in error is the receiver of the property of that bank, and the above actions, brought by him, one upon each bond, have resulted in verdicts for the full amounts insured and interest, being now about fifty thousand dollars. The judgments entered upon these verdicts have been affirmed by the Circuit Court of Appeals for the Second Circuit (72 Fed. Rep., 470, 484), and the American Surety Company has brought both cases here by writ of error.

It appears from the affidavit of the Comptroller of the Currency, herewith submitted, that there are now pending in this Court two actions relating to the same trust, one originally brought by the receiver and the other against him, and that when these four actions are determined the trust can be immediately wound up.

That the creditors are very numerous, and that the recever was originally appointed on the eighteenth of December, 1891, so that the administration of the trust has extended through nearly five years.

The two cases already upon the docket are numbers 201 and 206 of this term.

Reasons.

The administration of the affairs of the bank are delayed, and upon the determination of these two actions and the two already upon the docket it can be directly ended. Its creditors are very numerous.

"The United States are concerned," both by the hampering of the administration of the department of the Comptroller of the Currency and as a creditor.

Notice of this motion has been served upon the counsel for the plaintiff in error, and proof of service filed with the Clerk.

IN THE U. S. SUPREME COURT.

AMERICAN SURETY COMPANY,
Plaintiff in Error,

against

FREDERICK N. PAULY, as Receiver, etc.,
Defendant in Error.

AMERICAN SURETY COMPANY,
Plaintiff in Error,

against

FREDERICK N. PAULY, as Receiver, etc.,
Defendant in Error.

Comes now the defendant in error, by direction of the Comptroller of the Currency, and submits to the Court, by reference to the affidavit of the Comptroller of the Currency filed in support thereof and to the records, that these are cases where the United States are concerned.

And the defendant in error therefore respectfully moves the Court to advance these cases upon the docket and set them down for hearing at such an early day that they will be heard at about the same time as numbers two hundred and one and two hundred and six of October Term of 1896.

SUPREME COURT OF THE UNITED STATES.

AMERICAN SURETY COMPANY,
Plaintiff in Error,

against

FREDERICK N. PAULY, as Receiver of the California National Bank of San Diego.

AMERICAN SURETY COMPANY,
Plaintiff in Error,

against

FREDERICK N. PAULY, as Receiver, etc.

DISTRICT OF COLUMBIA, ss.:

JAMES H. ECKELS, being duly sworn, says that he is the Comptroller of the Currency.

That the above actions were brought by the receiver of the California National Bank of San Diego upon two policies made by the plaintiff in error insuring the bank against loss occasioned by acts of fraud or dishonesty done by the president and cashier of said bank. That verdicts aggregating forty thousand dollars and interest were rendered in said actions and judgments entered upon them have been affirmed by the Circuit Court of Appeals, and it is by virtue of writs of error bringing up those judgments that the cases are here.

Affiant further says that there are upon the calendar of this Court two actions, one of which was originally

brought by the receiver and the other against him, and affiant is advised that they will be reached in this Court about January next. That the affairs of this trust are in such a condition that on the determination of the aforesaid four actions the trust can be immediately wound up. That the creditors of the said bank are very numerous, and the receiver of its concerns was first appointed on the eighteenth of December, 1891.

JAMES H. ECKELS.

Sworn before me this eighth September, 1896.

JAS. N. FITZPATRICK,
[L. S.] Notary Public.

SIRS:

The Supreme Court will be moved as aforesaid at the opening of the next term on the second Monday of October, 1896, or as soon thereafter as counsel can be heard.

Yours, etc.,
EDWARD WINSLOW PAIGE,
Counsel for Defendant in Error in both cases.

To WALTER D. DAVIDGE, Esq.,
Corcoran Building, Washington, D. C., and
HENRY C. WILLCOX, Esq.,
100 Broadway, New York City,
Counsel for Plaintiff in Error in both cases.